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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL R. MARCUS and VICTORIA L.
MARCUS.

Case No.: 4:22-cv-09058-HSG

[Alameda County Superior Court Case No.:
22CV021840]

Plaintiffs.

vs.

AIR & LIQUID SYSTEMS CORPORATION,
et al.

Defendants.

**PROVISIONAL STIPULATION OF
DISMISSAL WITH PREJUDICE:
SPIRAX SARCO, INC. ; ORDER**

Courtroom: 02, 4th Floor
District Judge: Hon. Haywood S. Gilliam Jr.

Filed in State Court: November 15, 2022
Removed to NDCA: December 21, 2022
Trial Date: September 9, 2024.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure Section
3 41(a)(1)(A)(i)(ii), Plaintiffs Michael R. Marcus and Victoria L. Marcus (“Plaintiffs”) and
4 SPIRAX SARCO, INC. (“Defendant”) hereby stipulate as follows:

5 1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss
6 of Consortium – Asbestos in the Superior Court of the State of California, County of Alameda
7 Case No. 22CV021840.

8 2. On December 21, 2022, the above action was removed to the United States District
9 Court, Northern District of California, Case No. 4:22-09058.

10 3. On August 29, 2024, Plaintiffs and Defendant reached an agreement of all claims in
11 this action.

12 4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that
13 this matter should not be litigated due to the agreed-upon resolution.

14 Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the
15 following:

16 This Court should conditionally dismiss this Action in its entirety against SPIRAX
17 SARCO, INC., only, with prejudice. As the terms of settlement are not yet perfected, this Court
18 will retain jurisdiction over the matter for sixty (60) days.

19 DATED: September 3, 2024

Maune Raichle Hartley French & Mudd LLC

20 By: _____
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Rabiah N. Oral

Attorney for Plaintiffs

22 DATED: September 3, 2024

TUCKER ELLIS LLP

23 By: _____
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James P. Cunningham

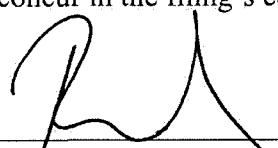
25 Attorneys for SPIRAX SARCO, INC.
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1 **LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER
2 PAPERS**

3 In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified
4 above, and on whose behalf the filing is submitted, concur in the filing's content and have
5 authorized the filing.

6 DATED: September 3, 2024

7 By: _____

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9 Rabiah N. Oral, Esq.
10 Attorney for Plaintiffs

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ORDER

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that SPIRAX SARCO, INC., only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 60 days of this signed Order. The Court shall retain jurisdiction for 60 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 9/4/2024

Haywood S. Gill Jr.
Hon. Haywood S. Gilliam, Jr.
UNITED STATES DISTRICT COURT JUDGE